

INDIAN COUNCIL FOR CULTURAL RELATIONS

Azad Bhavan, I.P. Estate,

New Delhi-110002

Notice Inviting Tender

Indian Council for Cultural Relations invites sealed tender from eligible bidders for the following identified “Name of Work”/”Services” for the council.

1	Tender No. & Date	ICCR/EGIT/64/2017-18/VOL-III Dated 17.11.2023
2	Name of the work/Services	Tender for Support and Maintenance of ICCR website with integration of layered Website/Portal pages
3	Date & Time of tender publication & download	17.11.2023 13 00 hours
4	Pre-Bid Meeting	The Bidder’s shall submit Queries by 21.11.2023 Pre-bid meeting on 23.11.2023 1200 hrs at ICCR, Hqrs Queries should be sent to ICCR in the excel format through email at directoradmin.iccr@gov.in ; po-egit@iccr.gov.in ; ccd2.iccr@gov.in
5	Last Date and Time of submission of tender	Date 28.11.2023 Up to Time 1730 hrs.
6	Date and Time of opening of Technical Bid	Date 30.11.2023 at 1500 hrs.
7	Date and Time of opening of Financial Bid	Will be intimated later
9	**Cost of Tender Document	Nil
10	Earnest Money Deposit(EMD)	Rs.10,000/- (Rupees Ten Thousands only). This is accepted through DD or NEFT or Online

Bids shall be submitted in a sealed cover (separate quote and envelope) addressed to the Director (Admn), Indian Council For Cultural Relations, Azad Bhavan, I.P. Estate, New Delhi-110002.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Indian Council for Cultural Relations shall be final and binding.

Those Companies which are registered with the Central purchase Organization, National Small Industries Corporation (NSIC) or the Council of Micro Small and Medium Scale Enterprises (MSME) shall be exempt from the requirements of Earnest Money Deposit (EMD). The Bidding Company in this case required to provide certificate copy of their registration with any of these organization to claim exemption of Earnest Money Deposit (EMD).

TENDER NOTICE

The ICCR invites bids from reputed agencies, for support and maintenance of ICCR website with integration of layered Website/Portal.

BROAD SCOPE OF WORK:

The work would broadly include:

- i. Maintenance of the ICCR website for duration of One (1) year.
- ii. Enhance the website, new pages, application forms for filling and applications related to the ICCR and its layered website and apps as per the requirements of the ICCR from time to time as part of the scope.
- iii. Deployment of a dedicated team on a 24 x 7 basis. This will be in addition to the tech support the agency is expected to provide. The team should consist of a designer, developer, security auditor and database administrator.
- iv. The selected agency would be required to deploy manpower support to undertake all projects tasks during the entire life cycle of the project, unless the qualifications / experience listed are revised by ICCR. **The bidder should have minimum 50 certified professional on their payroll (documentary evidence is needed).**
- v. To provide onsite technical support in addition to the email, phone and remote login to address analyze and fix any technical glitches within the existing features. The scope of technical support includes rectification of errors within the already developed solution and content management.
- vi. On-Site Sr. Software Developer with 3-5 Years experience, who shall be B.Tech /B.E/MCA having experience in Web Designing, Database, Content Management System along with Java, PHP, React.js, html and other related software's such as; Adobe Photoshop, Video Editing, Creative Designing, etc. He / She can Develop/customize new functionality in web site/pages as and when required.
- vii. The on-site manpower employed by the Service Provider shall be required to work normally as per the Council's working days, i.e. from Monday to Friday from 0930 to 1800 hours with a lunch break of half an hour from 1330 to 1400 hrs. In case of Manpower deployed at ICCR on leave then there must be alternative manpower for same capability need to be deployed by the service provider during the period.

- viii. The Website, Web Portals, Applications (Web & Mobile) are to be translated, and therefore, translation, editing, proof reading, subtitling, captioning and subsequent feeding in Unicode shall be a part of the Scope of the selected Agency (ies). “Translation” means the delivery of an edited, proof-read, publication-quality document in the appropriate language duly vetted by the concerned User Department(s).
- ix. Editing & uploading of content may include documents, PDFs, Images, videos, web links, etc. and contents should be uploaded and published within 30 minutes to one hour.
- x. The agency needs to handle contents in English & Hindi languages.
- xi. Designing of web pages/ modules on special occasions on a case to case basis as per ICCR requirements eg. On the occasion of International Day of Yoga, Republic day / national day events, Gaganchal, Pratibha Sangam Competition, etc. as and when required.
- xii. To ensure that the website is GIGW (Guidelines for Indian Government Website) compliant.
- xiii. Carrying out security audit of the website and procurement of digital and other security certificates (eg. SSL, website quality certificate etc.) as and when required.
- xiv. It proposes to engage vendor having proven expertise in System Study, Design, Development, Implementation and Maintenance of Web Portals, Web Enabled Applications, Web Sites and Mobile Apps, Blogs creation, chat bot, SMS and Email based Alerts/messages, Secured Access, etc. ,using latest available technologies like, Proprietary (.net etc.) Open Source (such as; PHP, JAVA, CMS Drupal, React.js etc.) technologies & CMF (designed by NIC), may be used for the purpose or as per user requirement.
- xv. SMS & E-mail Gateway would be implemented for event based reminders/notifications. The SMS & E-mail Gateway APIs shall be provided by the dept/ICCR.
- xvi. The agency needs to submit following report on regular basis:
 - i. Monthly SEO Ranking Report
 - ii. Visitors of website with their location and visiting date
 - iii. Monthly activities report of onsite engineer
 - iv. Logs weekly/Monthly
 - v. Report as and when required

- xvii. It is the responsibility of the agency for smooth transition of code and other necessary information at the time of in and exit of the project.

DETAILED SCOPE OF WORK

A. CMS Maintenance:

- I. Maintenance and redevelopment of a customized Content Management System (CMS). CMS must be flexible and scalable to accommodate suggested changes/modifications including design as and when required during the contract period.
- II. CMS must have simple workflow and publishing controls.
- III. CMS should have simple and easy administration.
- IV. CMS must have Search Engine friendly attributes.
- V. CMS must have security features.
- VI. CMS must have robust content templates.
- VII. CMS must support detailed analytics for each section of the website.
- VIII. Comprehensive SEARCH functionality on homepage as well as each section of the website. Auto archival mechanism to maintain the archived documents with proper classification and auto archival system.
- IX. Content optimization including images.
- X. Role/Level based access to users for content updates.
- XI. Audit trails of the documents hosted on the website should be maintained and should be accessible to the administrator as and when required.

B. WEBSITE MAINTENANCE

- i. Maintenance of CMS and technical modifications as and when required.
- ii. Creation of new web pages within existing site as and when required.
- iii. Creation of web page may capture visitors location data i.e. Geo fencing/Geo tagging
- iv. Display number of visitors of website (Hindi & English), last updated date of the content.
- v. Website design changes as and when required. Website should have a responsive design

- based on current trends and technologies
- vi. Website technical functionality upgrade as and when required.
 - vii. Monitoring and maintaining website speed, sign up process, navigation links etc.
 - viii. To design and upload banners, iQuery, graph artwork, info graphics and audio - video files etc. on the website.
 - ix. Formatting and posting of content updates, images, videos etc. on regular basis. Conversion of documents to required format such as HTML/HTMLS.
 - x. Bug fixing and keeping website (s) secured from all possible cyber-attacks and hackers at all time.
 - xi. Security audit as and when required.
 - xii. Execution of SEO inputs provided by the Department.
 - xiii. Content upload, update (English to Hindi), and website support on 24X7 basis.
 - xiv. Keeping activity log for all web updates.
 - xv. Creation and maintenance of archive section on the website
 - xvi. Trouble shooting.

C. WEBSITE HOSTING

Website hosted at NIC Cloud environment so support and maintenance of the website will be done by the agency with the allocated credentials provided by NIC. Agency will need to work closely with NIC to deploy designed and developed, incorporate, implement requirement of website on NIC server/cloud.

VALIDITY & EXTENSION OF CONTRACT

The contract will be signed initially for a period of one (1) year. The agency during the period of contract will carry out changes to the website, without any additional cost, as may be necessary [viz., technical, content, design, security features or other parameters] if and when such changes are mandated by the ICCR.

BIDS DETAIL

A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on 30.11.2023 at 1500 hrs at ICCR Hqrs, New Delhi-110002. The Technical Bid will be evaluated by the Bid Evaluation Committee of ICCR.

MINIMUM ELIGIBILITY CRITERIA:

- i. Earnest Money Deposit (EMD) of an amount of Rs. 10,000/- in the form of Bank Guarantee in favor of Director General, Indian Council For Cultural Relations, Azad Bhavan, I.P. Estate, New Delhi-110002. The agency should hold valid PAN, TAN, Sales tax/GST/VAT registrations.
- ii. A minimum of five financial years of experience in the relevant area such as working on projects involving design, development and maintenance of websites/ applications for Government of India / State Government / PSU, portals applications and execution of **at least 10 such works per year in the last three financial years.**
- iii. The average annual turnover of the agency should be at least INR 50lacs for the last three financial years. The agency is required to submit a certificate from its auditor to this effect. The turnover figures for the preceding three financial years should also be marked clearly on the balance sheet. Turnover figures only for complete (not partial) financial years shall be accepted. In case the agency has multiple business wings, turnover figures of only the software development /related branch shall be considered and the agency will have to submit the said figure.
- iv. The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the agency or its owner or partners anywhere in India.
- v. Agency must have filed Tax Returns for the last three years.
- vi. Only Agencies having ISO 9001:2015 (Quality Management) and ISO 27001:2013 (Information Security) should apply.
- vii. Documents of Completion Certificate issued by client to be submitted in support of the experience of having successfully completed similar works during last 3 years.

PRE-BID MEETING

- i. A prospective bidder, requiring a clarification on the Tender document shall notify ICCR via e-mail to directoradmin.iccr@gov.in, ccd2.iccr@gov.in, po-egit@iccr.gov.in within the time-frame as indicated in the Data Sheet.
- ii. ICCR will conduct the Pre-bid Meeting on 23.11.2023 1200 hrs to address the submitted queries.

BID SUBMISSION DETAIL

Tenders are invited in two bids- technical and financial sealed in two different envelopes, superscribing 'Technical Bid' and 'Financial Bid' as the case may be and both duly sealed in a big single envelope superscribing 'Tender for Support and Maintenance of ICCR website with integration of layered Website/Portal pages', from reputed agencies with proven competency for Support and Maintenance of Hindi and English Website for a period of one (01) year.

- (i) **Technical Bid:** The first envelope shall be super scribed with the name of work and the words "Technical Bid" in capital letters. The bidding agencies are required to submit documents as detailed in Annexure- I. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.
- (ii) **Financial Bid:** The second envelope shall be super scribed with the name of work and the words "Price Bid "(Financial)" in capital letters. All the prospective service providers should invariably share the contact details of the person to coordinate in this process. The financial bid should be valid for 3 months from the date of opening.

TECHNICAL EVALUATION

- i. Only the agencies who fulfill the Minimum Eligibility Criteria and upload the documents as mentioned in Annexure- I shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.
- ii. The technical evaluation of the bidders shall be made on the followingpoints:

MINIMUM ELIGIBILITY CRITERIA

Number of Govt. of India websiteincluding Government of India / State Government / PSU portals support & maintenance contracts (durationequal/more than 1 year) in last 3 years	10 marks [30 = 01 marks 31 <= 40 = 03 marks 41 <= 50 = 06 marks 50 >= 10 marks]
Number of contracts for development, maintenance and Support of Web Applicationsfor Government of India in last 3 years	10 marks [30 = 01 marks 31 <= 40 = 03 marks 41 <= 50 = 06 marks 50 >= 10 marks]

Experience of firm/ employees working on development, maintenance and Support of Website Applications and Projects. The details and experience of resources to be engaged shall be provided. Projects Handled by Project Leader and Senior Software Developers for Website, Web Application, Portal development.	10 Marks No. of Project less than 3, 0 marks No. of Project \geq 3, 3 marks for each project
Overall Approach & Methodology and Technical Presentation	20 Marks
Company Standards ISO 9001:2015 and ISO 27001:2013 CMMI Level 3 or 5 Both CMMI and ISO	10 marks 7 Marks 7 Marks 10 Marks
TOTAL	60 marks

Companies must obtain at least 60% (36 marks) from above said criteria to gain Minimum Eligibility Criteria.

FINANCIAL ROUND

- i. Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The eligible bidders will be contacted by email to open the Financial Bids on the date and the time specified in the Data Sheet.
- ii. No change in financial bids is allowed after the last date of submission of tender documents.

TERMS & CONDITIONS

- i. Tender bids received after the closing date and time will not be entertained.
- ii. The ICCR reserves the right to extend the last date and time for submission of the bids on its own discretion.
- iii. The bidding agency shall bear all costs associated with the preparation and submission of its bids and the ICCR will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the bidders and the ICCR until execution of a contractual agreement.
- iv. The bids shall remain valid for a period of 60 (Sixty) days from the opening of the financial bids.
- v. Failure to furnish all the required information may result in rejection of the

bid.

- vi. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by any decision of the ICCR. In case the information submitted by the agency is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred from future tendering.
- vii. Any notice by one party to the other, pursuant to the Contract shall be sent by e- mail and confirmed in writing to the addressee specified for that purpose in the Contract.
- viii. To assist in Technical evaluation, the ICCR reserves the right to call for any clarification from any/all bidding agencies during the evaluation of the bids. Such clarification should be submitted only in writing via email. However no other correspondence on bids will be entertained.
- ix. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
- x. The ICCR shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.
- xi. In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the agency.
- xii. The ICCR reserves the right to accept or reject any or all bids without assigning any reasons at any stage of tender process. No bidders shall have any cause or claim against the ICCR for rejection of their bid.
- xiii. Payment terms:**
 - a. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
 - b. The agency who has been awarded the contract shall submit the bills within a week of expiry of the billing period.
- xiv. The ICCR expects the agency to engage professionals to undertake the project and reserves the right to call for resumes, documents relating to their professional background, expertise and their achievements.
- xv. Quality of work and completion of task within the time schedule (as notified with each assignment) are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.
- xvi. Notwithstanding any of the provisions mentioned above, for rates and other

terms and conditions, in case of any disagreement etc., decision of the ICCR will be final and binding on all bidders participating in this bid.

- xvii. **Earnest Money Deposit:** Bidders are required to submit an Earnest Money Deposit (EMD) of amount of Rs. 10,000/- (Rs. Tenthousand only) in the form of Bank Guarantee in favour of the Director General, ICCR, Azad Bhawan, New Delhi-11002 as described in Annexure I.

EMD will be liquidated by the ICCR on account of one or more of the following reasons:-

- a. The Bidder withdraws/modifies his bid during the period of bid validity.
 - b. In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.
- xviii. The Agency has to provide services on a 24 x 7 basis.
- xix. Bidders are required to upload documents exactly as described in Annexure I.

PERFORMANCE BANK GUARANTEE

The successful bidder shall provide a Performance Bank Guarantee for the due and faithful performance of contract for a sum of 10% of the total contract price before the signing of Agreement. The Performance Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

AGREEMENT DEED

The successful bidder shall execute an agreement for the fulfillment of the contract at the time of award of contract. The incidental expenses of execution of agreement/Contract, if any, shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 10 percent of the contract value.

PENALTY CLAUSE

- (i) If the bidder withdraws or alters the bid before the expiry of bid validity period, ICCR may take the decision to forfeit the EMD and debar it from participating in future tenders.

- (ii) If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, the ICCR may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the ICCR and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the ICCR at its own discretion/ satisfaction.
- (iii) It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this ICCR may recover a sum from the contractor equivalent to a minimum of 0.5% of the total contract value on each occasion subject to a maximum of 10% of the total contract value in a year.

SETTLEMENT OF DISPUTES AND ARBITRATION

If any dispute, difference or question at any time arises between the ICCR and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause XVII, shall be settled by arbitration in accordance with the rules of arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

FORCE MAJEURE

- I. The ICCR may consider relaxing the penalty and delivery requirements as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract are the result of Force Majeure.
- II. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.
- III. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract.

- IV. The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- V. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the ICCR shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the ICCR shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

LIQUIDATED DAMAGES AND TERMINATION

- In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may liquidate the Performance Bank Guarantee.
- In case of a material breach of any of the terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this ICCR in that event and the Performance Bank Guarantee may also be liquidated.

CLOSURE OF CONTRACT

While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" shall be taken from the contractor as per the format given in the Annexure 21 of Manual for the Procurement of Goods, 2017 (**ANNEXURE III** of tender document below).

Annexure I

Sl. No.	Document	Submitted Yes/NO	Page No.
1	Earnest Money Deposit (EMD) for the amount of Rs.10,000/-in the form of Bank Guarantee in favour of Director General, ICCR, Azad Bhawan, IP Estate ,New Delhi-11002		
2	Copies of registration		
3	Copy of PAN & GST number as applicable.		
4	Copy of Tax returns for the last three financial years.		
5	Copy of Latest Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan.		
6	A list of their owners/partners etc. of the agency		
7	Copy of Certificate to the effect that the agency is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the agency or its owner or partners anywhere in India.		
8	Copies of award of contracts.		
9	Copy of an audited statement of account of the agency and relevant documents in support of Annual Turn-over. (turnover figures must be highlighted)		
10	Details of the bank account for release of payment through Electronic Fund Transfer System.		
11	Contact details of the agency's representative.		

Annexure-II

FINANCIAL BID PROFORMA

S.No.	Description of Work	Annual Cost (inRupees)
1.	Support and Maintenance of ICCR website with integration of layered Website/Portal https://iccr.gov.in/	
2.	Taxes (if any)	
3.	Grand Total	
<p><i>[Note: No other cost/ amount would be paid over and above the aforesaid proposal amount. Payment will be released on half yearly basis (06 months) based on satisfactory performance.]</i></p>		

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and should be in order.

ANNEXURE III

No Claim Certificate (On company's letterhead)

To,
(Contract Executing Officer)
Procuring Entity.....

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated for the support and maintenance of website of ICCR

We have received the sum of Rs. (Rs..... only) in full and final settlement of all the payments due to us for the support and maintenance of website of ICCR, Azad Bhawan, IP State, New Delhi-110002 under the above mentioned contract agreement, between us and ICCR. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amountspayable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,
Signatures of
contractor or officer authorized to sign the
contract documents on behalf of the
contractor (company stamp)

Date:
Place: